

Monthly Rental Agreement

LANDLORD: King County

Effective Date:

TENANT: Galvin Flying Service, Inc.
7149 Perimeter Road

October 15, 1985

ADDRESS: King County International Airport
Seattle, Washington 98108

Phone: 206/763-9706

USE: Pilots' lounge.

SPACE RENTED: Room 124, Terminal Building

SERVICES INCLUDED: Heat and electricity.

MONTHLY RENTAL: Room 124, 806 SqFt @ \$7.70/SqFt/Yr (\$6,206.20/Yr) \$517.18
Washington State Leasehold Excise Tax, 12.84%/Mo. 66.41

Total Monthly Rental \$583.59

This Agreement creates a tenancy from month to month, beginning with the effective date as above written. All rents payable in advance. This Agreement may be terminated upon thirty (30) days' written notice on the part of the Tenant or King County. Failure to give thirty (30) days' written notice shall render the Tenant liable for rent up to and including thirty (30) days beyond the date of cancellation of Agreement by King County. Two months rent (\$1,167.18) payable upon inception of this Agreement. One month's rent to be a rental deposit and upon termination will apply to the last month's rent.

Failure to pay rent as specified herein renders this Agreement null and void and gives King County the right to re-enter and repossess the premises immediately and without further notice.

This Agreement is not assignable or transferable. Subletting any portion shall not be permitted without the written consent of King County.

The Tenant shall comply with all rules and regulations in force on King County International Airport (Boeing Field). Tenant agrees to comply with all applicable federal, state, county and municipal ordinances and regulations while using the premises. Tenant will pay throughout the term of this Agreement all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of Tenant on the premises and all taxes on the leasehold interest created by this Agreement.

Tenant agrees to protect and save King County, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant's employees or third parties on account of but not limited to personal injuries, death or damage to property arising out of the premises rented by Tenant or in any way resulting from the acts or omissions of the Tenant and/or its agents, employees or representatives.

Tenant agrees to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Tenant shall obtain and maintain continuously public liability insurance and/or other insurance necessary to protect the public on premises rented, with limits of liability not less than \$100,000 each person, personal injury; \$300,000 each occurrence, personal injury; and, \$25,000 each occurrence, property damage; or, \$300,000 combined single limit personal injury/property damage. Such insurance shall include King County as an additional insured and shall not be reduced or cancelled without thirty (30) days written notice to King County. Tenant shall provide a certificate of insurance, or upon written request of King County, a duplicate of the policy as evidence of insurance protection provided.

Tenant shall use the Space Rented for no other business or purpose other than as written above without the prior written consent of King County.

Tenant shall not erect any signs or advertising without prior written approval of King County.

The Tenant shall not improve or alter the premises in any manner without the prior written consent of King County but shall, before making any improvements or alterations, submit plans and designs therefore to King County for approval. In the event that the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by King County. Unless otherwise stipulated, all improvements or alterations erected or made on the premises shall on expiration or sooner termination of this Agreement belong to King County without compensation to Tenant; provided however, that King County shall have the option, to be exercised on expiration or sooner termination of this Agreement, to require Tenant to remove any or all such improvements or alterations. If the Tenant fails substantially to make the improvements or alterations required of him by this Agreement, this Agreement shall be terminated and all rentals paid shall be forfeited to King County.

King County shall not be liable to the Tenant for claim or damages arising from any defect in the construction of or the present condition of the premises, whether known or unknown, or for damage by storm, rain or leakage.

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the ground of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. The Tenant shall be bound by the regulations of the Secretary of Transportation pertaining to non-discrimination in federally-assisted programs as delineated in 49 Code of Federal Regulations, Chapter 21 and Appendices thereto (formerly FAA Regulations, Part 15). Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the County and may result in ineligibility for further County agreements.

The acceptance of rent by King County for any period or periods after a default by Tenant will not be considered a waiver of the default unless

King County gives Tenant written notice that the acceptance is a waiver.
No waiver by King County of any default by Tenant will be construed to be
or act as waiver of any subsequent default by the Tenant.

The foregoing conditions are mutually agreed to by the Tenant and King
County.

TENANT:

Galvin Flying Service, Inc.

By [Signature]

Title President

By _____

Title _____

Date 10-10-85

LANDLORD:

County of King, State of Washington

By [Signature]

Title COUNTY EXECUTIVE

Executed on the 22 day of
October, 1985.

APPROVED AS TO FORM
PROSECUTING ATTORNEY

By _____

Title Deputy Prosecuting Attorney

Date _____

APPROVED - AIRPORT

By [Signature]

Title Airport Manager

Date 10-11-85

